

Changes have been made to  
this document.

1 Steven P. Rice (SBN 094231)  
srice@crowell.com  
2 Deborah E. Arbabi (SBN 167275)  
darbabi@crowell.com  
3 Nicholas Fromherz (SBN 248218)  
nfromherz@crowell.com  
4 CROWELL & MORING LLP  
3 Park Plaza, 20<sup>th</sup> Floor  
5 Irvine, California 92614-8505  
Telephone: (949) 263-8400  
6 Facsimile: (949) 263-8414  
7 Joshua Stokes (SBN 220214)  
jstokes@crowell.com  
8 CROWELL & MORING LLP  
515 S. Flower Street, 40<sup>th</sup> Floor  
9 Los Angeles, California 90071  
Telephone: (213) 622-4750  
10 Facsimile: (213) 622-2960  
11 Attorneys for Plaintiff and Counterclaimant  
DIGITAL DISPLAY NETWORKS, INC.  
12

13 **UNITED STATES DISTRICT COURT**

14 **CENTRAL DISTRICT OF CALIFORNIA - SOUTHERN DIVISION**

15 DIGITAL DISPLAY NETWORKS,  
INC.,  
16  
17 Plaintiff,  
18 v.  
19 LARD-VID, LLC, a Delaware  
corporation and DOES 1 through 50,  
inclusive,  
20 Defendants.  
21

CASE NO. SACV 09-1494 CJC  
(RNBx)

Hon. Cormac J. Carney  
Courtroom: 9-B

(Referred to Magistrate Judge Robert N.  
Block)

**ORDER RE  
AMENDED STIPULATED  
PROTECTIVE ORDER**

Action Filed: November 16, 2009

22 LARD-VID, LLC, a Delaware  
corporation,  
23  
24 Counterclaimant,  
25 v.  
26 DIGITAL DISPLAY NETWORKS,  
INC.,  
27 Counterdefendant.  
28

1 **1. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action may involve production of  
3 trade secrets or other confidential, research, development, or commercial  
4 information, within the meaning of Fed. R. Civ. P. 26(c); or other proprietary,  
5 private, or competitively sensitive information for which special protection from  
6 public disclosure and from use for any purpose other than prosecuting this litigation  
7 would be warranted. Accordingly, the parties hereby stipulate to and petition the  
8 Court to enter the following Stipulated Protective Order. The parties acknowledge  
9 that this Order does not confer blanket protections on all disclosures or responses to  
10 discovery and that the protection it affords extends only to the limited information  
11 or items that are entitled under the applicable legal principles to treatment as  
12 confidential. The parties further acknowledge, as set forth in Section 10, below, that  
13 this Stipulated Protective Order creates no entitlement to file confidential  
14 information under seal. Civil Local Rule 79-5 sets forth the procedures that must be  
15 followed and reflects the standards that will be applied when a party seeks  
16 permission from the Court to file material under seal, and is hereby incorporated by  
17 reference.

18 **2. DEFINITIONS**

19 2.1. Party: any party to this action, including all of its officers, directors,  
20 employees, consultants, retained experts, and counsel (and their support staff).

21 2.2. Disclosure or Discovery Material: all items or information, regardless  
22 of the medium or manner generated, stored, or maintained (including, among other  
23 things, testimony, transcripts, or tangible things) that are produced or generated in  
24 disclosures or responses to discovery in this matter.

25 2.3. Confidential Information or Items: information (regardless of how  
26 generated, stored or maintained) or tangible things that qualify for protection under  
27 standards developed under Fed. R. Civ. P. 26(c).  
28

1           2.4. Highly Confidential Information or Items: extremely sensitive  
 2 Confidential Information or Items whose disclosure to another Party or non-party  
 3 would create a substantial risk of serious injury that could not be avoided by less  
 4 restrictive means.

5           2.5. Receiving Party: a Party that receives Disclosure or Discovery  
 6 Material from a Producing Party.

7           2.6. Producing Party: a Party or non-party that produces Disclosure or  
 8 Discovery Material in this action.

9           2.7. Designating Party: a Party or non-party that designates information or  
 10 items that it produces in disclosures or in responses to discovery as “Confidential”  
 11 or “Highly Confidential.”

12           2.8. Protected Material: any Disclosure or Discovery Material that is  
 13 designated as “Confidential” or as “Highly Confidential.”

14           2.9. Outside Counsel: attorneys, along with their paralegals, and other  
 15 support personnel, who are not employees of a Party but who are retained to  
 16 represent or advise a Party in this action.

17           2.10. In House Legal Personnel: attorneys and other personnel employed by  
 18 a Party to perform legal functions who are responsible for overseeing this litigation  
 19 for the Party.

20           2.11. Counsel (without qualifier): Outside Counsel and In House Counsel  
 21 (as well as their support staffs, including but not limited to attorneys, paralegals,  
 22 secretaries, law clerks, and investigators).

23           2.12. Expert: a person with specialized knowledge or experience in a matter  
 24 pertinent to the litigation, along with his or her employees and support personnel,  
 25 who has been retained by a Party or its counsel to serve as an expert witness or as a  
 26 consultant in this action, and who is not a past or a current employee of a Party or of  
 27 a competitor of a Party’s and who, at the time of retention, is not anticipated to  
 28 become an employee of a Party or a competitor of a Party’s. This definition

1 includes a professional jury or trial consultant retained in connection with this  
 2 litigation.

3       2.13. Professional Vendors: persons or entities that provide litigation  
 4 support services (e.g., photocopying; videotaping; translating; preparing exhibits or  
 5 demonstrations; organizing, storing, retrieving data in any form or medium; etc.)  
 6 and their employees and subcontractors.

### 7 **3. SCOPE**

8       The protections conferred by this Stipulated Protective Order cover not only  
 9 Protected Material (as defined above), but also any information copied or extracted  
 10 therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus  
 11 testimony, conversations, or presentations by Parties or Counsel to or in Court or in  
 12 other settings that might reveal Protected Material. However, this Order shall not be  
 13 construed to cause any Counsel to produce, return, and/or destroy their own attorney  
 14 work product, or the work product of their co-counsel.

### 15 **4. DURATION**

16       The confidentiality obligations imposed by this Order shall remain in effect  
 17 until the Designating Party agrees otherwise in writing or a Court orders otherwise.

### 18 **5. DESIGNATING PROTECTED MATERIAL**

#### 19       5.1. Exercise of Restraint and Care in Designating Material for Protection.

20 Each Party or non-party that designates information or items for protection under  
 21 this Order must take care to limit any such designation to specific material that  
 22 qualifies under the appropriate standards and avoid indiscriminate designations.

23       If it comes to a Party's or a non-party's attention that information or items  
 24 that it designated for protection do not qualify for protection at all, or do not qualify  
 25 for the level of protection initially asserted, that Party or non-party must promptly  
 26 notify all other parties that it is withdrawing the mistaken designation.

27       5.2. Manner and Timing of Designations. Except as otherwise provided in  
 28 this Order (see, e.g., Paragraph 5.2(b), below), or as otherwise stipulated or ordered,

1 material that qualifies for protection under this Order must be clearly so designated  
2 before the material is disclosed or produced. Notwithstanding the preceding  
3 sentence, should a Producing Party discover that it produced material that was not  
4 designated as Protected Material or that it produced material that was designated as  
5 Protected Material but had designated that Protected Material in the incorrect  
6 category of Protected Material, the Producing Party may notify all Parties, in  
7 writing, of the error and identifying (by Bates number or other individually  
8 identifiable information) the affected documents and their new designation or re-  
9 designation. Thereafter, the material so designated or re-designated will be treated  
10 as Protected Material. Promptly after providing such notice, the Producing Party  
11 shall provide re-labeled copies of the material to each Receiving Party reflecting the  
12 change in designation. The Receiving Party will replace the incorrectly designated  
13 material with the newly designated materials and will destroy the incorrectly  
14 designated materials.

15 Designation in conformity with this Order requires:

16 (a) for information in documentary form (apart from transcripts of  
17 depositions or other pretrial or trial proceedings), that the Producing Party affix the  
18 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” at the top of each  
19 page that contains protected material. If only a portion or portions of the material on  
20 a page qualifies for protection, the Producing Party also must clearly identify the  
21 protected portion(s) (e.g., by making appropriate markings in the margins) and must  
22 specify, for each portion, the level of protection being asserted (either  
23 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”).

24 (b) for testimony given in deposition, that a Party or non-party that  
25 sponsors, offers, gives, or elicits the testimony, designate any portion of the  
26 testimony as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” either on the  
27 record before the close of the deposition, all protected testimony, or in writing on or  
28 before the later of (i) fourteen (14) days after the final transcript is received or (ii)

1 the date by which any review by the witness and corrections to the transcript are to  
2 be completed under Fed. R. Civ. P. 30(e). Only those portions of the testimony that  
3 are designated for protection in accordance with the preceding sentence shall be  
4 covered by the provisions of this Stipulated Protective Order. The entire testimony  
5 shall be deemed to have been designated Highly Confidential until the time within  
6 which the transcript may be designated has elapsed. If testimony is not designated  
7 within the prescribed time period, then such testimony shall not be deemed  
8 Confidential or Highly Confidential except as ordered by the Court.

9 Transcript pages containing Protected Material must be separately bound by  
10 the court reporter, who must affix to the top of each such page the legend  
11 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” as instructed by the Party or  
12 nonparty sponsoring, offering, giving, or eliciting the witness’s testimony.

13 (c) for information produced in some form other than documentary,  
14 and for any other tangible items, that the Producing Party affix in a prominent place  
15 on the exterior of the container or containers in which the information or item is  
16 stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” If only  
17 portions of the information or item warrant protection, the Producing Party, to the  
18 extent practicable, shall identify the protected portions, specifying whether they  
19 qualify as “Confidential” or as “Highly Confidential.”

20 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent  
21 failure to designate qualified information or items as “Confidential” or “Highly  
22 Confidential” does not, standing alone, waive the Designating Party’s right to secure  
23 protection under this Order for such material. If material is re-designated as  
24 “Confidential” or “Highly Confidential” after the material was initially produced,  
25 the Receiving Party, on timely notification of the designation, must make reasonable  
26 efforts to assure that the material is treated in accordance with the provisions of this  
27 Order.

28

1           5.4. Increasing the Designation of Information or Items Produced by Other  
 2 Parties or Non-Parties. Subject to the standards of Paragraph 5.1, a Party may  
 3 increase the designation (i.e., change any Disclosure or Discovery Material produced  
 4 without a designation to a designation of “CONFIDENTIAL” or “HIGHLY  
 5 CONFIDENTIAL”) of any Discovery Material produced by any other Party or non-  
 6 Party, provided that said Discovery Material contains the upward Designating  
 7 Party’s own Confidential or Highly Confidential Information. Any such increase in  
 8 the designation of a document shall be made within ninety (90) days of the date of  
 9 its production, unless good cause is shown for a later increase in the designation.

10           Increasing a designation shall be accomplished by providing written notice to  
 11 all Parties identifying (by Bates number or other individually identifiable  
 12 information) the Disclosure or Discovery Material whose designation is to be  
 13 increased. Promptly after providing such notice, the upward Designating Party shall  
 14 provide re-labeled copies of the material to each Receiving Party reflecting the  
 15 change in designation. The Receiving Party will replace the incorrectly designated  
 16 material with the newly designated materials and will destroy the incorrectly  
 17 designated materials. Any Party may object to the increased designation of  
 18 Disclosure or Discovery Materials pursuant to the procedures set forth in Section 6  
 19 regarding challenging designations. The upward Designating Party shall bear the  
 20 burden of establishing the basis for the increased designation.

## 21 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

22           6.1. Timing of Challenges. Unless a prompt challenge to a Designating  
 23 Party’s confidentiality designation is necessary to avoid foreseeable substantial  
 24 unfairness, unnecessary economic burdens, or a later significant disruption or delay  
 25 of the litigation, a Party does not waive its right to challenge a confidentiality  
 26 designation by electing not to mount a challenge promptly after the original  
 27 designation is disclosed.  
 28



1           6.2. Meet and Confer. A Party that elects to initiate a challenge to a  
2 Designating Party's confidentiality designation must do so in good faith and must  
3 begin the process by notifying the Designating Party in writing, by telephone or in  
4 person of its challenge, identifying the challenged material, then conferring directly  
5 in voice-to-voice dialogue (other forms of communications are not sufficient) with  
6 counsel for the Designating Party. The Parties must meet and confer in good faith  
7 as required by Local Rule 37-1. Each Party must explain the basis for its respective  
8 position about the propriety of the challenged confidentiality designations. The  
9 parties shall have ten (10) days from the initial notification of a challenge to  
10 complete this meet and confer process. A challenging Party may proceed to the next  
11 stage of the challenge process only if it has engaged in this meet and confer process  
12 first.

13           6.3. Judicial Intervention. Any motion challenging a confidentiality  
14 designation shall be made in strict compliance with Local Rules 37-1 and 37-2  
15 (including the joint stipulation requirement). In any judicial proceeding challenging  
16 a confidentiality designation, the burden of persuasion with respect to the propriety  
17 of the confidentiality designation shall remain upon the Designating Party. If the  
18 parties are not able to resolve a dispute about a confidentiality designation within  
19 the time provided in Local Rule 37-1, the parties shall, within fourteen (14) days  
20 thereafter, prepare and present to the Court a joint stipulation under Local Rule 37-2  
21 that identifies the challenged material and sets forth the respective positions of the  
22 parties about the propriety of the challenged confidentiality designations. Until the  
23 ruling on the dispute becomes final, all parties shall continue to afford the material  
24 in question the level of protection to which it is entitled under the Designating  
25 Party's designation.

26           In the event that the final ruling is that the challenged material is not  
27 confidential or that its designation should be changed, the Designating Party shall  
28 reproduce copies of all materials with their designations removed or changed in



1 accordance with the ruling within thirty (30) days at the expense of the Designating  
2 Party.

### 3 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

4 7.1. Basic Principles. A Receiving Party may use Protected Material that is  
5 disclosed or produced by a Producing Party only in connection with this action for  
6 prosecuting, defending, or attempting to settle this action. Such Protected Material  
7 may be disclosed only to the categories of persons and under the conditions  
8 described in this Order. When the litigation has been terminated, a Receiving Party  
9 must comply with the provisions of Section 11 below (FINAL DISPOSITION).

10 Protected Material must be stored and maintained by a Receiving Party at a  
11 location and in a secure manner that ensures that access is limited to the persons  
12 authorized under this Order. For purposes of this Order, a secure website, or other  
13 internet-based document depository with adequate security, shall be deemed a  
14 secure location.

15 7.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless  
16 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
17 Receiving Party may disclose any information or item designated  
18 "CONFIDENTIAL" only to:

19 (a) the Receiving Party's Outside Counsel of record in this action, as  
20 well as employees of said counsel to whom it is reasonably necessary to disclose the  
21 information for this litigation and who have signed the "Acknowledgement and  
22 Agreement to Be Bound by Protective Order" that is attached hereto as Exhibit A;

23 (b) current or former officers, directors, and employees of Parties  
24 (including In House Counsel) of the Receiving Party to whom disclosure is  
25 reasonably necessary for this litigation and who have signed the "Acknowledgement  
26 and Agreement to Be Bound by Protective Order" (Exhibit A);

27 (c) Experts and/or Consultants (as defined in this Order) with  
28 respect to each of whom disclosure is reasonably necessary for this litigation and

1 who have signed the “Acknowledgement and Agreement to Be Bound by Protective  
2 Order” (Exhibit A);

3 (d) the Court and its personnel;

4 (e) court reporters, their staffs, and professional vendors to whom  
5 disclosure is reasonably necessary for this litigation and who have signed the  
6 “Acknowledgement and Agreement to Be Bound by Protective Order” (Exhibit A);

7 (f) the author, addressees, or recipients of the document;

8 (g) witnesses in the action to whom disclosure is reasonably  
9 necessary for the litigation and who have signed the “Acknowledgement and  
10 Agreement to Be Bound by Protective Order” (Exhibit A); provided that,  
11 Confidential Information may be disclosed to a witness during their deposition, but  
12 only if they have executed the “Acknowledgement and Agreement to Be Bound by  
13 Protective Order” (Exhibit A), which shall be made an exhibit to the deposition  
14 transcript, or have agreed on the record to keep the information confidential and not  
15 to use it for any purpose, or have been ordered to do so; and provided further that,  
16 pages or transcribed deposition testimony or exhibits to depositions that reveal  
17 Confidential Information must be marked “Confidential” and separately bound by  
18 the court reporter and not included in the main deposition transcript and exhibit  
19 binder, and may not be disclosed to anyone except as permitted under this Stipulated  
20 Protective Order; and

21 (h) any other persons to whom the Designated Party agrees in  
22 writing or on the record, and any other person to whom the Court compels access to  
23 the Confidential Information.

24 7.3. Disclosure of “HIGHLY CONFIDENTIAL” Information or Items.

25 Unless otherwise ordered by the Court or permitted in writing by the Designating  
26 Party, a Receiving Party may disclose any information or item designated  
27 “HIGHLY CONFIDENTIAL” only to:

28 (a) the Receiving Party's Outside Counsel of record in this action, as

1 well as employees of said Counsel to whom it is reasonably necessary to disclose  
2 the information for this litigation and who have signed the “Acknowledgement and  
3 Agreement to Be Bound by Protective Order” that is attached hereto as Exhibit A;

4 (b) Experts and/or Consultants (as defined in this Order) with  
5 respect to each of whom disclosure is reasonably necessary for this litigation and  
6 have signed the “Acknowledgement and Agreement to Be Bound by Protective  
7 Order” (Exhibit A);

8 (c) the Court and its personnel;

9 (d) court reporters, their staffs, and professional vendors to whom  
10 disclosure is reasonably necessary for this litigation and who have signed the  
11 “Acknowledgement and Agreement to Be Bound by Protective Order” (Exhibit A);

12 (e) the author, addressees or recipients of the document;

13 (f) deposition witnesses but only during their depositions and only if  
14 they have executed the “Acknowledgement and Agreement to Be Bound by  
15 Protective Order” (Exhibit A), which shall be made an exhibit to the deposition  
16 transcript, or have agreed on the record to keep the information confidential and not  
17 to use it for any purpose; provided that, pages of transcribed deposition testimony or  
18 exhibits to depositions that reveal Highly Confidential Information must be marked  
19 “Highly Confidential” and separately bound by the court reporter and not included  
20 in the main deposition transcript and exhibit binder, and may not be disclosed to  
21 anyone except as permitted under this Stipulated Protective Order; and provided,  
22 further that, the parties will meet and confer if the Designating Party believes a  
23 particular document requires different treatment for use at deposition; and  
24 (g) any other person to whom the Designating Party agrees in  
25 writing or on the record, and any other person to whom the Court compels access to  
26 the Highly Confidential Information.

27 7.4 Retention of Exhibit A. Outside Counsel for the Party that obtains the  
28 signed “Agreements to Be Bound by Protective Order” (Exhibit A), as required

1 above, shall retain them for one year following the final termination of this action,  
 2 including any appeals, and shall make them available to other Parties upon good  
 3 cause shown.

4 7.5 Retention of Protected Material. Persons who have been shown  
 5 Protective Material pursuant to Paragraph 7.2(b), (f), or (g), or Paragraph 7.3(e) or  
 6 (f) shall not retain copies of such Protected Material.

7 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
 8 **PRODUCED IN OTHER LITIGATION**

9 If a Receiving Party is served with a discovery request, subpoena or an order  
 10 issued in other litigation that would compel disclosure of any information or items  
 11 designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,”  
 12 the Receiving Party must so notify the Designating Party, in writing (by fax, if  
 13 possible), immediately and in no event more than three (3) court days after receiving  
 14 the subpoena or order. Such notification must include a copy of the subpoena or  
 15 court order.

16 The Receiving Party also must immediately inform in writing the party who  
 17 caused the discovery request, subpoena or order to issue in the other litigation that  
 18 some or all the material covered by the subpoena or order is the subject of this  
 19 Protective Order. In addition, the Receiving Party must deliver a copy of this  
 20 Stipulated Protective Order promptly to the party in the other action that caused the  
 21 subpoena or order to issue.

22 The purpose of imposing these duties is to alert the interested parties to the  
 23 existence of this Protective Order and to afford the Designating Party in this case an  
 24 opportunity to try to protect its confidentiality interests in the court from which the  
 25 subpoena or order issued. The Designating Party shall bear the burdens and the  
 26 expenses of seeking protection in that court of its confidential material. Nothing in  
 27 these provisions should be construed as authorizing or encouraging a Receiving  
 28 Party in this action to disobey a lawful directive from another court.

1 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
 3 Protected Material to any person or in any circumstance not authorized under this  
 4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
 5 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
 6 to retrieve all copies of the Protected Material, (c) inform the person or persons to  
 7 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
 8 request such person or persons to execute the “Acknowledgement and Agreement to  
 9 Be Bound by Protective Order” that is attached hereto as Exhibit A.

10 **10. FILING PROTECTED MATERIAL.**

11 In accordance with Local Rule 79-5.1, if any papers to be filed with the Court  
 12 contain information and/or documents that have been designated as  
 13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” the proposed filing shall be  
 14 accompanied by an application to file the papers or the portion thereof containing  
 15 the designated information or documents (if such portion is segregable) under seal;  
 16 and the application shall be directed to the judge to whom the papers are directed.  
 17 For motions, the parties shall publicly file a redacted version of the motion and  
 18 supporting papers.

19 **11. FINAL DISPOSITION.**

20 Unless otherwise ordered or agreed in writing by the Producing Party, within  
 21 thirty (30) days after the final termination of this action, including any appeals, each  
 22 Receiving Party must return all Protected Material to the Producing Party. As used  
 23 in this subdivision, “all Protected Material” includes all copies, abstracts,  
 24 compilations, summaries or any other form of reproducing or capturing any of the  
 25 Protected Material. With permission in writing from the Designating Party, the  
 26 Receiving Party may destroy some or all of the Protected Material instead of  
 27 returning it. Whether the Protected Material is returned or destroyed, the Receiving  
 28 Party must submit a written certification to the Producing Party (and, if not the same

1 person or entity, to the Designating Party) by the 30-day deadline that identifies (by  
2 category, where appropriate) all the Protected Material that was returned or  
3 destroyed and that affirms that the Receiving Party has not retained any copies,  
4 abstracts, compilations, summaries or other forms of reproducing or capturing any  
5 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
6 retain an archival copy of all pleadings, motion papers, transcripts, legal  
7 memoranda, correspondence or attorney work product, even if such materials  
8 contain Protected Material. Any such archival copies that contain or constitute  
9 Protected Material remain subject to this Protective Order as set forth in Section 4  
10 (DURATION), above.

11 **12. INADVERTENTLY PRODUCED DOCUMENTS**

12 If a party at any time notifies any other Party that it inadvertently produced  
13 documents, testimony, information, and/or things that are protected from disclosure  
14 under the attorney-client privilege, work product doctrine, and/or any other  
15 applicable privilege or immunity from disclosure, or the Receiving Party discovers  
16 such inadvertent production, the inadvertent production shall not be deemed a  
17 waiver of the applicable privilege or protection. The Receiving Party shall  
18 immediately return all copies of such documents, testimony, information and/or  
19 things to the inadvertently producing Party and shall not use such items for any  
20 purpose until further order of the Court. In all events, such return must occur within  
21 three (3) business days of receipt of notice or discovery of the inadvertent  
22 production. The return of any discovery item to the inadvertently producing Party  
23 shall not in any way preclude the Receiving Party from moving the Court for a  
24 ruling that the document or thing was never privileged.

25 **13. ATTORNEY RENDERING ADVICE**

26 Nothing in this Protective Order will bar or otherwise restrict an attorney  
27 from rendering advice to his or her client with respect to this matter or from relying  
28 upon or generally referring to “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”

1 Disclosure or Discovery Material in rendering such advice; provided however, that  
2 in rendering such advice or in otherwise communicating with his or her client, the  
3 attorney shall not reveal or disclose the specific content thereof if such disclosure is  
4 not otherwise permitted under this Protective Order.

5 **14. MISCELLANEOUS**

6 14.1 Right to Further Relief. Nothing in this Order abridges the right of any  
7 person to seek its modification by the Court in the future.

8 **REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

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14.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

IT IS SO STIPULATED:

DATED: CROWELL & MORING LLP

Bv: \_\_\_\_\_  
Deborah E. Arbabi  
Joshua Stokes  
Attorneys for Plaintiff and Counterdefendant  
DIGITAL DISPLAY NETWORKS, INC.

DATED: COLE, SCHOTZ, MEISEL, FORMAN &  
LEONARD, P.A.


Bv: \_\_\_\_\_  
David M. Kohane  
Attorney for Defendant and Counterclaimant  
LARD-VID. LLC

DATED: BAKER & HOSTETLER LLP

Bv: \_\_\_\_\_  
C. DENNIS LOOMIS  
Attorney for Defendant and Counterclaimant  
LARD-VID. LLC

**PURSUANT TO STIPULATION, IT IS SO ORDERED.**

DATED: February 2, 2011

  
\_\_\_\_\_  
Hon. Robert N. Block  
U.S. Magistrate Judge

**EXHIBIT A****ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND BY  
PROTECTIVE ORDER**

I, \_\_\_\_\_ [print or type full name],  
 of \_\_\_\_\_ [print or type full  
 address], declare under penalty of perjury that I have read in its entirety and  
 understand the Stipulated Protective Order that was issued by the United States  
 District Court for the Central District of California, Southern Division, in the case of  
*Digital Display Networks, Inc. v. LARD-VID, LLC*, Case No. SACV 09-1494 CJC  
 (RNBx).

I agree to comply with and be bound by all the terms of this Stipulated  
 Protective Order, and I understand and acknowledge that failure to so comply could  
 expose me to sanctions and punishment in the nature of contempt. I solemnly  
 promise that I will not disclose in any manner any information or item that is subject  
 to this Stipulated Protective Order to any person or entity except in strict compliance  
 with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after the  
 termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_